

Government Real Estate **FOR SALE**

Sealed-Bid Sale

OFFSITE REMOVAL Johnson and Hydro Dormitories Lake McDonald, Montana



NO LAND IS INCLUDED IN THIS SALE

Sale Begins March 3, 2010
Sale No. GSA-R-1628



US General Services Administration, Public Buildings Service
Real Property Utilization and Disposal Division (7PZ)
819 Taylor Street, Room 8A10, Fort Worth, TX 76102-6103
817-978-4240/Joseph Potter
<https://propertydisposal.gsa.gov>
www.auctionrp.com

IMPORTANT NOTICE

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property purchase will be received continuously, or as otherwise specified herein, at the GSA Real Property Utilization and Disposal Division in Fort Worth, Texas.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described herein.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope:

SALE #	GSA-R-1628
SALE TYPE	Sealed-Bid Sale
BID OPENING DATE	April 2, 2010
BID OPENING TIME	2:00 p.m. Central
SALE OFFICE	7PZ

See the property on the internet at <https://propertydisposal.gsa.gov> and www.auctionrp.com

SALE OF GOVERNMENT REAL PROPERTY
FOR OFFSITE REMOVAL ONLY
NO LAND IS INCLUDED IN THIS SALE

INVITATION FOR BIDS

**OFFSITE REMOVAL of the Johnson Dormitory and the Hydro Dormitory,
Glacier National Park, Lake McDonald, MT 59921**

Sealed Bids in duplicate, for the purchase of the Government-owned property described in the Schedule portion of this Invitation for Bids will be received until **April 2, 2010, 2:00 p.m. Central Time**, at the General Services Administration, Real Property Utilization and Disposal Division (7PZ), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

SUBMIT SEALED BIDS TO:

**General Services Administration
Real Property Utilization and Disposal Division (7PZ)
ATTN: Joseph Potter
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103**

Information about the property can be obtained by calling Joseph Potter, Realty Specialist, General Services Administration, Real Property Utilization and Disposal Division (7PZ), at (817) 978-4240, by e-mailing joseph.potter@gsa.gov or by writing to General Services Administration, Office of Real Property Disposal (7PZ), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102.

Inspection

Appoints to view and inspect the buildings can be obtained by calling **Cary King, Concessions Management Specialist, National Park Service at (406) 888-7950** or by e-mailing **cary_king@nps.gov**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion; (1) the General Terms of Sale; (2) the Instructions to Bidders; and (3) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part hereof.

SCHEDULE

Item #1 - This sale is for offsite removal of the Johnson Dormitory. No land is included.

Location: Glacier National Park, 273 Lake McDonald Loop, Lake McDonald, Montana 59921.

Description of the Property: Lake McDonald Building #744 is within the boundaries of Glacier National Park and is known locally as the **Johnson Dormitory**. The structure was constructed in 1918, remodeled in 1957 and 1988, and contains approximately 1,812 gross square feet. It is a wood-framed structure with wood siding and cedar roof shingles. The building was originally constructed as a laundry facility for the Lewis Glacier Hotel.

Item #2 - This sale is for offsite removal of the Hydro Dormitory. No land is included.

Location: Glacier National Park, 273 Lake McDonald Loop, Lake McDonald, Montana 59921.

Description of the Property: Lake McDonald Building #743 is within the boundaries of Glacier National Park and is known locally as the **Hydro Dormitory**. The structure was constructed in 1918, renovated in 1957 and contains approximately 678 square feet. It is a wood-framed structure with wood siding and cedar roof shingles. The building was originally constructed to house the power generator for the Lewis Glacier Hotel.

Time Limit on Removal of Property

Salvage operations will be permitted from **April 5, 2010 to May 14, 2010** and from **October 2, 2010 to November 15, 2010**. No salvage operations will be permitted between May 15, 2010 and October 1, 2010 due to the National Park Service opening the park to visitors. If removal work cannot be completed by May 14, 2010 the purchaser agrees to abide by the terms as outlined in the General Terms of Sale, Paragraph 14(b). **All removal work must be completed no later than November 15, 2010 unless a written extension is given by NPS.**

Removal Requirements and Cleaning Up Property Site

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises. The purchaser shall assume responsibility for the property purchased by him/her. All building structure and/or materials shall be taken down and all areas disturbed by equipment used to remove the building shall be backfilled to natural grade of the site to the satisfaction of the National Park Service. Any backfill material will be from a weed seed free source approved by the National Park Service. All materials/structures will be removed from the park for disposal at the purchaser's expense. Any heavy equipment (such as back hoes or excavation equipment) used by the purchaser shall be cleaned of weed seed outside the park and inspected by the National Park Service prior to entering the park. Travel of wide loads via the park roads will be coordinated with the National Park Service and be accomplished in compliance with traffic regulations.

The purchaser will comply with all park regulations. Food and food related garbage will be handled in compliance with food storage requirements. Natural quiet will be maintained as much as possible including refraining from playing loud music. Quiet hours will be observed from 10:00pm to 6:00am.

The purchaser shall assume all necessary expenses, if any, in disconnecting and leaving in a safe condition, to the satisfaction of the National Park Service, electric and other wire and outside connections in the removal operations. Underground utility facilities shall be permanently capped at entrance to the building in a manner satisfactory to the National Park Service, two feet (2') below normal ground level or at the level of the existing underground horizontal run of piping.

Maximum safety precautions are to be taken during removal operations. All vegetation and other improvements are to be safeguarded from damage. The National Park Service must be notified two weeks prior to removal.

GENERAL TERMS OF SALE

(GOVERNMENT PROPERTY FOR REMOVAL FROM SITE)

1. **Term - "Invitation for Bids"**

The term "Invitation for Bids" or "Invitation" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the Bid Form and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.

2. **Descriptions in Invitation for Bids**

The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The information as to location and description is based upon the best data available and is given for identification purposes only.

3. **Condition of Property and Inspection**

The property is offered for sale without recourse against the Government and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened. The Bidder represents that he has inspected the property to his satisfaction and is familiar with and knows the condition of the premises and the property and is purchasing said property "As Is" and "Where Is," and that he is relying solely upon his own examination and determination and not upon any representation or statement, oral or written, except as provided in the Invitation for Bids, made by the Government with respect in said property.

4. **Terms of Payment**

Bids to purchase property for removal from site must be on an "All Cash" basis.

5. **Continuing Offers**

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the date of bid opening unless the bid is accepted or rejected by the Government before the expiration of the sixty (60) calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. **Possession**

The successful bidder agrees to assume possession of the property within 15 days after the property has been conveyed to him. Should the successful bidder fail to take actual possession within such period, he shall, nonetheless be charged with constructive

possession commencing at 12:00 A.M., standard time, on the 16th day after such request by the Government. The word "possession" shall mean either actual possession or constructive possession.

7. **Taxes**

The successful bidder shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

8. **Risk of Loss**

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

9. **Insurance**

a. The successful bidder shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the successful bidder, its agents, or its employees.

b. The successful bidder shall provide and maintain insurance covering its liabilities under paragraph (a) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss until such time as all removal activities are complete.

10. **Revocation of Bid or Failure to Close**

In the event of revocation of a bid after opening of bids and prior to notice of acceptance, or if after notice of acceptance the successful bidder fails to close the sale by (a) failing to pay the Government the balance of the purchase price, or (b) failing to deliver the special deposit, the bid deposit together with any payments subsequently made on account may be forfeited as the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said bid deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. **Contract**

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement

shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such, contract. Nor shall the contract or any interest therein be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

12. Closing and Title

a. The closing of sale for the property offered shall be governed by this paragraph. In the event a bid for purchase is accepted, the successful bidder, shall within ten (10) calendar days from the date of notice of acceptance; or within such additional time as may be granted by the Government: (a) Pay to the Government the balance of the purchase price, and (b) furnish the cash special deposit. Conveyance of the Government's interest in the property will be made without warranty, express or implied, subject to the provisions of the Invitation for Bids, by furnishing the purchaser a copy of his bid evidencing acceptance on the part of the Government in the space provided.

b. Title to the real property shall remain in the United States and the successful bidder shall not commence removal of the property or any part thereof until the full purchase price has been paid and the Government has conveyed the property to the purchaser as provided in this Paragraph 12 and has authorized the purchaser to commence removal.

13. Special Deposit

In addition to the bid deposit provided for under Paragraph 5 of Instructions to Bidders, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government a certified check, cashier's check or postal money order payable to the order of "General Services Administration" as a special deposit in the amount of \$5000.00 specified on the Bid Form for each item. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 13.c. (1) and (2) of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 13.d. (2) of these General Terms of Sale can be paid.

a. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the purchaser without interest.

b. If the removal operations are not performed by the purchaser to the complete satisfaction of the Government, and the property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

14. **Time for Removal of Property – Time Extensions - Damages – Forfeiture of Property – Liability for Removal Cost.**

a. Time Limit on Removal.

The purchaser shall remove the property from site as provided in this Invitation for Bids and shall complete such removal and the clean up and related operations required herein, referred to hereinafter as removal operations, on or before the end of the period of time which shall begin on the day he/she is authorized to commence removal of the property and which ends at 12:01 A.M., standard time, on the final day determined as follows:

- (1) If the Government does not grant a written extension of the period of time for completion of the removal operations, the final day shall be November 15, 2010.
- (2) If an extension of the period of time for completion of the removal operations is granted by Government in writing, the final day shall be the day specified in such extension.

b. Delays that Run Into Tourist Season May 15 through October 1, 2010.

If removal activities cannot be completed prior to May 15, 2010, the beginning of the tourist season, the purchaser shall drape, cover, fence, wall, or use a façade in a manner and with materials acceptable to the NPS to hide any demolition or removal activities from public view for the duration of the tourist season ending October 1, 2010. Such drape, cover, fence wall or façade shall not interfere with the use of the surrounding area for parking and must be in place no later than May 15, 2010. No demolition or removal work will be permitted from May 15 to October 1 and failure to obscure the public view of removal activities by May 15, 2010 shall result in immediate forfeiture of the Special Deposit and, at the option of the Government, a termination of this contract for breach. Removal activities that are delayed due to tourist season will be allowed for an additional 45 days beginning October 1, 2010 and ending November 15, 2010. Fall work may be delayed due to snow. Any snow removal required for access will be at the purchaser's expense.

c. Liability for Damages, due to grants of Extensions and due to Failure to Complete Removal Operations in Time Allowed.

It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations and also that the Government will be damaged if the purchaser fails to complete the removal operations within the period of time specified.

(3) Damages Resulting from Extensions.

If an extension of the period of time for completion of the removal operations is granted by Government pursuant to Subparagraph b of this Paragraph 14, the purchaser shall be liable for damages to the Government resulting from the extension, except as provided in (3) below. The resulting Liquidated damages shall be fifty dollars (\$50.00) per day per item for the period from the final day determined in accordance with this Paragraph 14, (Subparagraph a. (1), or Subparagraph a. (2) if an extension setting a new final date has

been granted previously; to the final day specified in the extension being granted at that time, or until the day upon which the Government determines that the removal operations for each such item have been completed, whichever day is earlier.

(4) Damages for Failure to Complete Timely Removal.

The purchaser shall be liable for damages to the Government resulting from his failure to complete the removal operations for any item within the period of time specified in this Paragraph 14, except as provided in (3) below. The resulting liquidated damages shall be fifty dollars (\$50.00) per day per item for the period from the final day determined for each such item in accordance with this Paragraph 14, Subparagraph a. (1) or a.(2), as appropriate, to the day upon which the Government determines that the removal operations for each such item have been completed, or until the day the property is determined by Government to be forfeited.

(5) Causes Beyond Control of Purchaser.

The purchaser shall not be liable for damages resulting from the extensions under Paragraph 13.c. (1) or for damages for failure to complete timely removal under Paragraph 13.c. (2) if:

- (a) The delay in the completion of the removal obligations arises from unforeseeable causes beyond the control and without the fault or negligence of the purchaser, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its, sovereign or contractual capacity, acts of another purchaser in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors; or arises from unforeseeable causes beyond the control and without the fault or negligence of both the purchaser and such subcontractors; and
- (b) The purchaser, within 10 calendar days from the beginning of such delay (unless the Contracting Officer grants a further period of time), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the removal obligations without liability on the part of the purchaser for damages, when in his judgment, the findings justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Paragraph 20 of these General Terms of Sale.

d. Forfeiture of Property -Liability for Removal Cost.

- (6) It is recognized that if the purchaser fails to complete the removal operations within the period of time specified in this Paragraph 13, the Government may, at its option, declare forfeited the property, or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and to make whatever disposition it elects with regard to the property and materials resulting from such removal; or the Government may elect to

transfer the property or portion which remains to a transferee who will be responsible for completing the removal operations without further expense to the purchaser.

- (7) If the removal operations are not performed to the complete satisfaction of the Government within the period of time specified in this Paragraph 13 and the purchaser has become liable for damages in accordance with Paragraph 13.c. (2) the property, or any portion of it remaining, may, at the option of the Government, be declared forfeited and the purchaser shall thereafter have no claim upon the property or have any interest therein. In the event of the declaration of such forfeiture by the Government, the purchaser shall cease to be liable for further damages resulting from his failure to complete the removal operations under Paragraph 13.c. (2) beyond the date of said forfeiture and in lieu thereof shall be liable for the cost of work performed by the Government in completing the removal operations.

e. The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Liability and Indemnity

The purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the purchaser for the removal of property. The purchaser further agrees to indemnify and save harmless the United States against may and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.

16. Responsibility

The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage of property, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of contract for purchase and removal. The purchaser, acting himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in this operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

17. Necessary Permits

All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivision, private person, utility company, or others having jurisdiction thereover, shall be obtained by purchaser at his own cost and expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

18. Responsibility for Disconnecting Wiring

The purchaser shall assume all necessary expense in disconnecting and leaving in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and

outside connections, in the removal operations, and pay all necessary expenses in connection therewith.

19. Officials not to Benefit

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

20. Covenant Against Contingency Fees

The successful bidder warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

21. Disputes

- a. This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.
- c. (i) As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the purchaser shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the purchaser shall be subject to a decision by the Contracting Officer.
- d. For purchaser claims of more than \$50,000, the purchaser shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the purchaser believes the Government is liable. The certification shall be executed by the purchaser if an individual. When the purchaser is not an individual, the verification shall be executed by a senior company official in charge at the purchaser's plant or location involved, or by an officer or general partner having overall responsibility for the conduct of the purchaser's affairs.

- e. For purchaser claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For purchaser claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the purchaser of the date when the decision will be made.
- f. The Contracting Officer's decision shall be final unless the purchaser appeals or files a suit as provided in the Act.
- g. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- h. Interest on the amount found due on a purchaser claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.

Except as the parties may otherwise agree, pending final resolution of a claim by the purchaser arising under the contract, the purchaser shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

INSTRUCTIONS TO BIDDERS – SEALED-BID SALE

(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

1. BID FORM

- a. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.
- b. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the Invitation number, the date and hour of bid opening and the phrase "Bid for Real Property", the sale number, sale type, bid opening date, bid opening time and sale office must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
 - (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier) ; or
 - (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a, above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:

- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)
 - (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4. **BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5. **BID DEPOSIT**

Each bid must be accompanied by a bid deposit of **\$1,000.00 for each item bid**.

- a. In the form of a certified check, cashier's check, or postal money order payable to the order of: "U.S General Services Administration". This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid

deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

- b. Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the IFB. Credit Card deposits submitted without the "Bid Deposit by Credit Card" Form will require rejection of the bid.

6. **ADDITIONAL INFORMATION**

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7. **BIDS TO BE OPENED AT SPECIFIED TIME**

The Government will announce a date and time for the receipt of final bids on the sale web page. It shall be the duty of each bidder to see that the bid is delivered within the time and at the place prescribed. Bids (including modifications) received prior to the time notified will be securely kept unopened. No bid, modification, or withdrawal, received after the time notified will be considered except as provided under 3, above. At the time posted for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. **WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

9. **ACCEPTABLE BID**

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

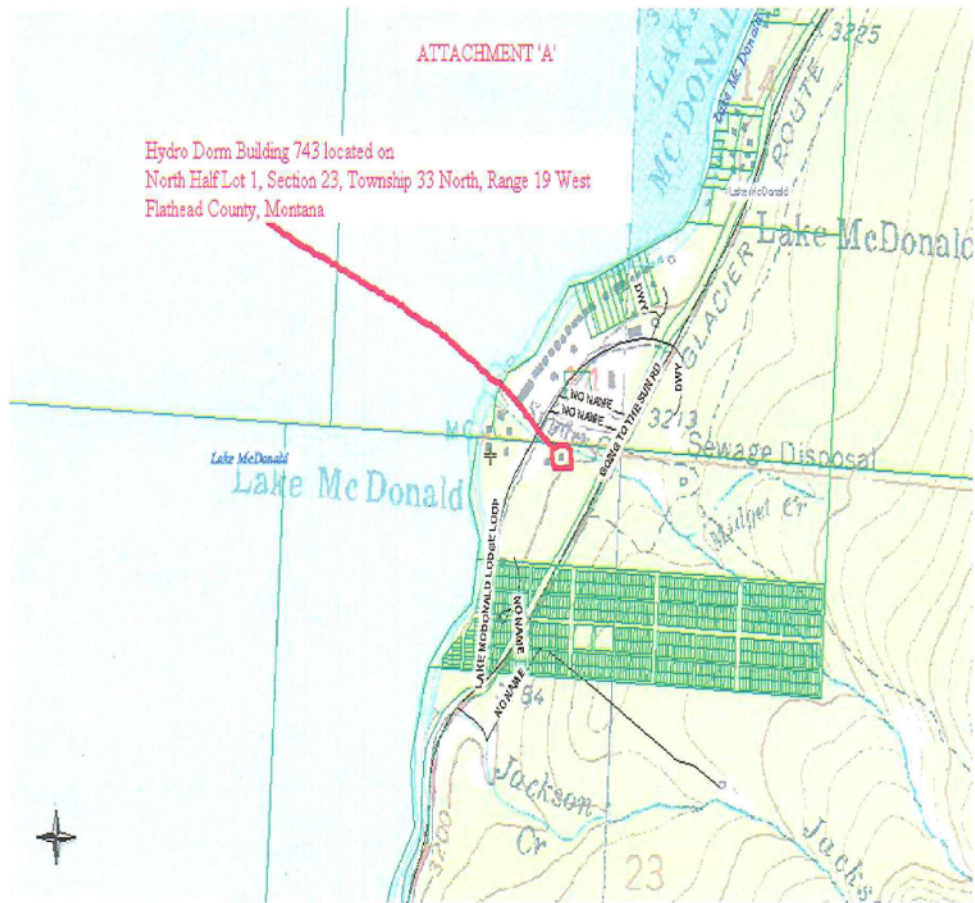
10. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

11. UPDATES TO THE SALE

Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <https://propertydisposal.gsa.gov>.

LOCATION MAP



PICTURES

Johnson Dormitory – 1812 sq. ft.



Hydro Dormitory – 678 sq. ft.

BID FORM

FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Johnson & Hydro Dormitories located in Glacier National Park, Lake McDonald, Montana, 59921, and only available for **Offsite Removal Only. No Land Included.**

Sale # GSA-R-1628

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid receipt, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance and any amendments to all of the above, all of which are incorporated herein as part of this bid.

Bid Item #1: (Johnson Dorm – 1812 sq. ft.) Bid Amount \$ _____

Bid Item #2: (Hydro Dorm – 678 sq. ft) Bid Amount \$ _____

Enclosed pursuant to paragraph 5 of Instructions to Bidders is a Bid Deposit in amount of:
\$1,000.00 for each item bid

IF SUCCESSFUL, SPECIAL BID DEPOSIT OF \$5,000.00 FOR EACH ITEM BID IS DUE WITHIN 10 DAYS OF SALE CLOSE (SEE PARAGRAPH 13, GENERAL TERMS OF SALE).

Bidder Represents that (s)he operates as (check the appropriate circle):

<input type="radio"/> an individual	<input type="radio"/> an individual doing business as:	<input type="radio"/> a partnership consisting of:	<input type="radio"/> a trustee acting for:	<input type="radio"/> a corporation, incorporated in the state of:
-------------------------------------	---	---	--	--

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 4a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number () _____

Signature and Date

Signer's name and title (type or print)

Bid Deposit by Credit Card

To: General Services Administration
Real Property Utilization and Disposal Division (7PZ)
Attn: William Morgan, Project Manager
819 Taylor Street, Suite 8A10
Fort Worth, TX 76102

Check the appropriate bid item(s):

☐ Bid Item #1: (Johnson Dorm – 1812 sq. ft.) Deposit Amount \$1000.00

☐ Bid Item #2: (Hydro Dorm – 678 sq. ft) Deposit Amount \$1000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1628. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Visa _____ Master Card _____ Discover _____ Amex _____

Card Number: _____ Expiration Date _____

Driver's License #: State _____ DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Signature: _____ Date: _____

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase for OFFSITE REMOVAL of Government owned property known as the Johnson and Hydro Dormitories, located in Glacier National Park, Lake McDonald, Montana, GSA Control Numbers 7-I-MT-544 is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____,

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc. that may be issued applicable to the IFB for sale number GSA-R-1628, property in Fort Worth, TX to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: Joseph C. Potter

CASE NUMBER: 7-I-MT-544
